

REMARKS

Reconsideration of this application, as amended, is requested.

Claims 9 and 12-14 remain in the application. Claims 1-8, 10 and 11 were canceled earlier in the prosecution. Claim 9 has been amended with this communication.

The applicants appealed a final rejection of the claims that existed prior to this Amendment. The merits of the rejection were carefully briefed by both counsel and Examiner Gushi and an oral argument was heard on February 17, 2004. The Board of Patent Appeals and Interferences issued a Decision on March 8, 2004 in which the final rejection of the claims existing prior to this Amendment was affirmed. The Examiner will note that a substantial part of the Decision emphasizes differences between the arguments made by counsel and the limitations in the claims as interpreted broadly and in view of the specification. In particular, page 12 of the Decision notes that "the locks need only be 'substantially planar'" pursuant to claim 9. The Board noted that there are no limitations for "substantially" in the specification, and hence the elements 41a and 41b of Endo were deemed to be substantially planar. The few sentences bridging pages 12 and 13 of the Decision were very instructive for identifying aspects of the appealed claims that led to the Board's affirmation of the final rejection. In particular, the Board emphasized:

"The language of the claims does not recite that the contact must be the distal end of the substantially planar lock or that the lock must be completely planar or perpendicular to the wire. We find that as long as the lock is not a completely curved surface that the multiple planes taught by Endo would have been substantially planar since the claim does not recite substantially a single plane. Here we find the Examiner's rejection to be based upon the breadth of appellants' claimed invention."

The full paragraph on page 13 also is instructive for understanding the reasoning behind the Decision of the Board. In particular, the Board quoted from the Appeal Brief where counsel argued that "neither of the references teaches planar locks normal to the side wall and having first and second edges for cutting the insulation". The Board then emphasized that "while this level of specificity may have been desired by appellants in the language of independent claim 9, appellants claim language does not support such a specific argument as discussed above."

The preceding amendments to independent claim 9 are believed to address each of the deficiencies in the previously rejected claim 9 as noted in the above-quoted sections of the Decision. In particular, amended claim 9 now defines each of the locks as "being completely planar to define a single plane aligned substantially normal to the respective side walls and the base wall." Additionally, the first and second locks are defined as "having opposite parallel planar surfaces and being formed respectively with first and second edges extending between the opposite planar surfaces of the respective locks" so that "the first and second edges defining portions distal ends of the respective first and second locks furthest from the respective first and second side walls." Additionally, the edges of the locks are defined as "being disposed to bite into at least the resin coating so that the planar surfaces of each of said locks are aligned normal to a longitudinal direction of the wire and engage cut-open surfaces of the resin coating for resisting a pull-out force on the wire in directions along the longitudinal direction of the wire and normal to the planar surfaces of the locks."

It is again emphasized that the above-described locks are part of a terminal fitting that also has "V-shaped insulation-displacement portions." Thus, the V-shaped

insulation-displacement portions achieve a desirably large contact area with the core of the wire, while the locks resist a pull-out force on the wire "in directions along the longitudinal direction of the wire and normal to the planar surfaces of the locks."

It is believed that the amended claims distinguish patentably over the prior art in view of these new limitations considered in the context of the above-quoted reasoning from the Decision of the Board. The Examiner is urged to contact applicants attorney at the number below to expedite the prosecution.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Gerald E. Hespos", is written over the typed name.

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